

BROWN & CO

SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT: 14



LOT: 16



LOT: 17



LOT: 18



LOT: 19



LOT: 31



LOT: 32



LOT: 33

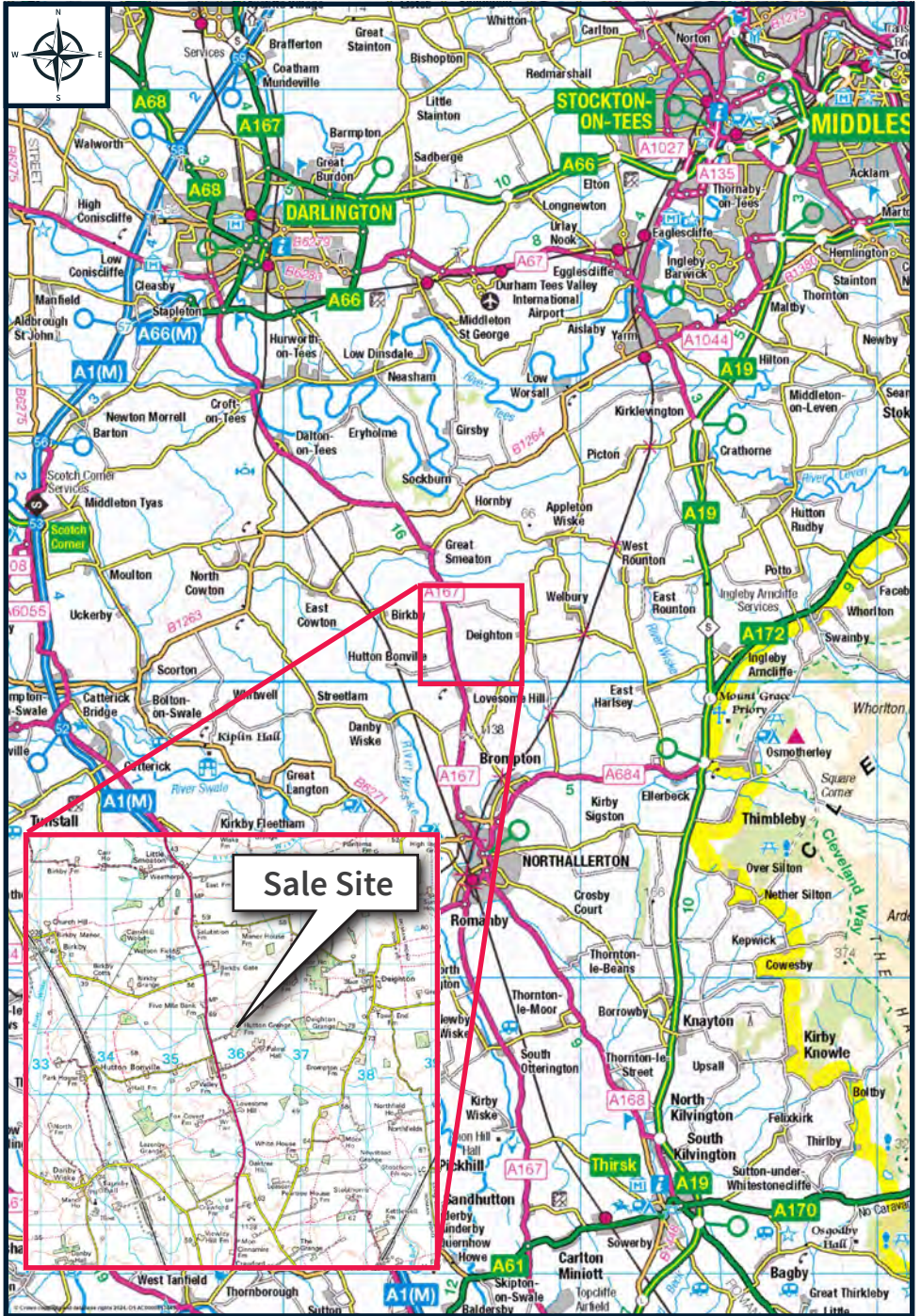
Commencing 14th March 2024 at 9:00am
Ending 19th March 2024 from 12:00noon
Hutton Grange Farm, Hutton Bonville,
Northallerton, North Yorkshire, DL6 2PT

BidSpotter
.co.uk

i-bidder.com

BROWN & CO

Property and Business Consultants



On Instructions from White Rose Farms Ltd

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

Commencing Thursday 14th March 2024 at 9:00am;
Ending Tuesday 19th March 2024 from 12:00noon

Hutton Grange Farm, Hutton Bonville, Northallerton
North Yorkshire, DL6 2PT

Thursday 14th March 2024 from 10:00am until 4:00pm &
Friday 15th March 2024 from 10:00am until 4:00pm



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Please note that this Catalogue is subject to change,
for an up-to date lot list please visit brown-co.com

Purchasers Please Note

LOCATION

From the A1(M) take the exit at junction 51 Leeming Interchange and continue on to the A684 towards Northallerton / Leyburn / Bedale. Continue for approximately 4.5 miles through the villages of Morton-on-Swale and Ainderby Steeple until Warlaby crossroads. Take the left turn (north) onto Dolly Lane. Continue following the road as it curves right (east) onto the B6271 / Yafforth Road, over the first roundabout and into the village of Northallerton. At the second roundabout turn left onto the A167 signposted Great Smeaton / Darlington. Head north for approximately 1 mile on A167 / Darlington Road, over the roundabout and continue onto Oaktree Hill. Continue approximately 3 miles until the right turn into Hutton Grange Farm. This turn will be signposted with Brown & Co signs.

From the A19 take the A684 exit towards Northallerton / Brompton / Osmotherley. Continue for approximately 4 miles through the village of Ellerbeck. At a crossroads take a right onto Lead Lane, entering the village of Brompton. Continue approximately 2 miles north at the crossroads onto Station Road / Brompton Lane until the junction onto Oaktree hill. Head right (north) and continue approximately 1.5 miles until the right turn into Hutton Grange Farm. This turn will be signposted with Brown & Co signs.

The sale ground will be signposted on the viewing days and the nearest postcode is **DL6 2PT**

What3words: manual.regal.sporting

All persons attending the sale ground are reminded that there may be risks on the site including moving machinery

and vehicles and to exercise caution at all times with any children being fully supervised at all times. Any incidents that occur on the sale ground should be reported immediately to the Brown & Co office for details to be recorded.

PAYMENT DETAILS

All lots become the sole risk of the buyer at the fall of the hammer. The property in a lot purchased shall not pass to the buyer or be removed until payment has been cleared of the full purchase price (including commission and VAT) to the auctioneers. All lots must be paid for upon the receipt of the invoice sent by the auctioneers and within 1 week of the sale date. In order to comply with Money Laundering Regulations 2017, we are unable to accept cash payments for sums in excess of £7,500 either as a single payment or multiple payments totalling £7,500.

CARD PAYMENTS

We are able to accept Debit Cards only. Payments by Credit Card are not acceptable.

CHEQUE PAYMENTS

Buyers unknown to the auctioneers wishing to pay by cheque with immediate clearance must be accompanied by a written Bank reference for a sum equal to or in excess of the total invoice. The reference must specify the sale location, date, the account details upon which the cheque will be drawn and the amount up to which their cheque will be honoured.

REMOVAL OF LOTS

No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed by **2nd April 2024**.

LOADING FACILITIES

Loading facilities will be available from

Purchasers Please Note

the fall of the hammer until one week after the close of the auction only, being **26th March 2024**. Loading outside of this will be strictly by arrangement with the Sellers. Any lots remaining after **26th March 2024** will be re-sold (see section 12 of the Conditions of Sale).

The Auctioneers and Seller will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and **all Buyers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer.**

Vehicles entering the sale ground for loading must operate below a 5mph speed limit and move with caution.

BUYER'S FACILITIES

All registrations for this Online Timed Machinery Auction are provisional and subject to the approval of the auctioneer. **Your Highest Bid will be treated as a valid bid even if at the time of placing it the RESERVE is NOT MET.** Sellers may ask us to reduce the reserves in the closing hours and put items on sale. Remember when placing a bid, you are bidding to buy. Details are provided in good faith. They should not be relied upon as fact and buyers must make their own investigations where measurements, mileages, hours, condition, or authenticity are critical. Buyers should make themselves satisfied they are happy with the lot before they bid as viewing is available on all lots by prior appointment, all bids are non-retractable. Potential buyers who do not inspect lots prior to bidding, do so at their own risk. The condition and function of an item should be confirmed by the bidder, prior to bidding. As there will be NO refunds or allowance given after the closure of the bidding process. Your bid is your commitment to purchase.

Transgression of these rules will be reported to i-bidder.com or bidspotter.co.uk and the bidder will be blocked from taking part in any future i-bidder.com or bidspotter.co.uk sales. No warranty is offered or implied. Each lot is bought and sold as seen. Viewing is welcome and recommended. If a bid is placed during the last 3 minutes of a lot's closing time then the closing time is updated to end approximately 3 minutes from when the bid is placed.

BUYER'S PREMIUM

There will be no Buyers Premium.

ONLINE BIDDING

Live online bidding will be available at this sale via bid.brown-co.com, i-bidder.com or bidspotter.co.uk. A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through bid.brown-co.com i-bidder.com or bidspotter.co.uk. We recommend that registration for online bidding is made before the day of the sale commences.

Brown & Co accepts no liability whatsoever for any loss of connectivity and the ability to bid during the sale.

VAT

VAT will be payable on all lots in addition to the hammer price at the standard rate.

CONDITIONS

The sale will be conducted under our standard Conditions of Sale reproduced in this catalogue. All prospective Buyers should ensure that they have read and understood those Conditions. The act of bidding will be taken as acceptance of them.

ENGINE HOURS

Neither the Sellers nor the auctioneers

Purchasers Please Note

make any warranty regarding engine hours or vehicles mileages.

INSPECTION OF EQUIPMENT

No powered machinery or equipment may be started without the prior approval of a Brown & Co representative.

FORTHCOMING SALES

If you wish to receive catalogues of future sales, please contact Brown & Co to leave your name and email or postal address.

CATALOGUE ENTRIES

Whilst every attempt is made to ensure that the descriptions are accurate, no guarantees are either given or implied. Buyers should be aware that from time to time, lots are withdrawn, and other lots added. Please contact the auctioneers prior to the sale to ensure that the machinery has been delivered onto the sale ground.

VIEWING

Thursday 14th March 2024 from 10:00am to 4:00pm and Friday 15th March 2024 from 10:00am to 4:00pm.

EXPORT OF GOODS

All goods purchased at Brown & Co auctions that are to be exported or removed from the United Kingdom will:

1. Be dealt with under the requirements set out of HM Customs and Excise publications:
 - a) VAT Notice 703 dated January 2021 – Good exported from the UK from January 2021.
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:

a) The goods are removed from Great Britain within three months from the time of supply (the date of auction).

b) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from Great Britain within three months of the auction date.

Unless and until the above requirements are fulfilled Purchasers will be charged VAT at the Great Britain standard rate (currently 20%). This will only be refunded if all requirements within the regulations are met within the specified time limits.

Upon receipt of cleared funds the Purchaser at auction takes ownership of the goods and goods will not leave a vendors premises until this is the case.

The Purchaser or their agent will be responsible for removing the goods from Great Britain and will act as the importer of record and will be responsible for payment of any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country.

Neither Brown & Co or the Vendor are responsible for any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country by the Purchaser or their agent.

Further Guidance is available here for goods leaving the United Kingdom:

<https://www.gov.uk/check-customs-declaration>

Sale by Auction

MISCELLANEOUS EQUIPMENT AND WHEELS & TYRES

- 1 5No **John Deere** 50kg wafer weights
- 2 **AGCO** 900kg concrete weight block
- 3 7No dual wheel clamps
- 4 Pair of **Stocks AG** dual wheels with clamps on 20.8R38 tyres
- 5 Set of 380/85R34 front and 18.4R46 rear wheels and tyres to fit Fendt 820 and 724.
- 6-10 Spare Lots

CULTIVATION EQUIPMENT AND IMPLEMENTS

- 11 2010 **Vigalo** 2m flail mower (for spares or repairs)
- 12 2008 **Storth** SM250 slurry stirrer. Serial No: 1987
- 13 **FlexiCoil** 6m hydraulic folding Cambridge rolls
- 14 2013 **TWB** single leg mole plough
- 15 **Simba** Cultipress 4.6m
- 16 **Amazone** ZA-M 4200 Ultra Profis Hydro fertiliser spreader c/w control box.
- 17 2022 **Rytec** Restorer ALD-H 4m hydraulic folding subsoiler with low disturbance legs and points with tungsten tips. On the farm from new. Serial No: 21106.
- 18 2020 **Dale Drills** Eco L 8m drill, 3T hopper, chassis mounted following harrow, lower link arm drawbar, bout markers, ISOBUS. C/w **Stocks AG** turbo Jet Icon and **Stocks AG** fan Jet 130. On the farm from new. C/w control box. Serial No: 8327 Hectares: 1,864.
- 19 2017 **Horsch** Leeb 6GS, 32m booms, 6,000l tank, boom control plus variable, boom lights, 10 section auto shut off, 4-2 nozzles on 6 levels, 25cm nozzle spacing, steering axle, stainless steel induction hopper, blow out function, On 520/85R42 wheel and tyres. On the farm from new. Serial No: 36700165. Hectares: 18,000.

Sale by Auction

20-25 Spare Lots

TRAILERS

26 Tri-axle bale trailer (no floor) c/w dolly

27 **Easterby** 16t twin axle grain trailer on 285/65R22.5 wheels and tyres.

28-30 Spare Lots

TRACTORS

31 2010 **Fendt** 820 Vario TMS tractor, 4wd, front linkage, 4No spool valves, **Bill Bennett** pick up hitch. On 600/70R30 front and 710/70R42 rear wheels and tyres. Datatagged. Serial No:731218161. Reg: NX60 BMV. Hours: 9,473.

32 2013 **Fendt** 828 Vario tractor, 4wd, front linkage, front spool valves, 4No rear spool valves, **Bill Bennet** pick up hitch, hydraulic top link and rear wheel weights. VarioGuide RTK. On 600/70R30 front and 710/70R42 rear wheels and tyres. On the farm from new. Datatagged. Serial No: 836232220. Reg: NX13 AHK. Hours: 8,732

33 2019 **Fendt** 724 Vario ProfiPlus tractor, 4wd, front linkage, front spool valves, 5No rear spool valves, hydraulic top link, **Bill Bennet** pick up hitch, 600kg rear wheel weights. Auto steer with full section control. 600/70R30 front and 710/70R42 rear wheels and tyres. On the farm from new. Datatagged. Main dealer service. Serial No: e1x167/2013x00049x03. Reg: NX19 AGZ. Hours: 3,598.

34-35 Spare Lots

INCLUDED BY KIND PERMISSION

36 4No 710/55R30 wheels and tyres to fit Bateman RB35.

37 2No **Michelin** AxioBib 650/65R34 tyres to fit Fendt 900.

38 2019 **Kuhn** 7+1 Vari-leader reversible plough full vari-width, on land or in furrow. Serial No: KHUA1000V90C00016.

Sale by Auction

- 39 2015 **HiSpec** TDS 3500 twin axle 3,500 gallon slurry tanker, after market suction funnels, 8” auto fill, DCI arm, integrated centrifugal DODA pump, 11,000l hydraulic pump. Tri-pod & DCI dock. Running gear benefits from having been recently refurbished. On 710/50R26.5 wheels and tyres. C/w electric control box. Serial No: 10185.
- 40 2017 **HiSpec** TDS 3500 twin axle 3,500 gallon slurry tanker, after market suction funnels, 8” auto fill, DCI arm, integrated centrifugal DODA pump, 11,000l hydraulic pump. Tri-pod & DCI dock. Running gear benefits from having been recently refurbished. On 710/50R26.5 wheels and tyres. Serial No: 11074.
- 41 2011 **Horsch** Pronto 6 KR, 6m, trailed combination drill, single hopper, filling auger, pre-emergence markers, 12.5cm spacing, air brakes, hopper camera, LED & work lights, ISOBUS. C/w feed rollers inc OSR fine seed rollers and OSR brushes. C/w control Box. Hectares: 2,499.
- 42-45 Spare Lots

BROWN & CO

FORTHCOMING AUCTIONS

Brown & Co National Online Timed Auction

Commencing Friday 15th March 2024 at 7:00am

Ending Monday 25th March 2024 from 12:00noon

Simon Wearmouth – 07768 465 744 – simon.wearmouth@brown-co.com

Peter Thompson – 07500 783 360 – peter.thompson@brown-co.com

Sale by Auction of Vintage Tractors, Implements, Memorabilia and Collectables

Cambridgeshire

Commencing Saturday 13th April 2024 at 10:00am

George Watchorn – 07919 015 675 – george.watchorn@brown-co.com

Jon Clampin – 07717 512 498 – jon.clampin@brown-co.com

Sale by Auction of Modern Farm Machinery and Equipment Bedfordshire

Commencing Thursday 25th April 2024 at 10:30am

George Watchorn – 07919 015 675 – george.watchorn@brown-co.com

Jon Clampin – 07717 512 498 – jon.clampin@brown-co.com

Conditions of Sale for Machinery Auction

With No Buyers Premium

1 DEFINITIONS

(i) In these conditions the following terms have the following meanings unless inconsistent with the context:

“Auctioneers” means Brown & Co – Property and Business Consultants LLP (‘Brown & Co), C.R.N. OC302092 whose registered office address is at The Atrium, St. Georges Street, Norwich, England, NR3 1AB;

“Commission” means the commission charged on the sale of Lots;

“Conditions” means the standard terms and conditions of business set out in this document;

“Lots” means all or any machinery and other items sold or intended to be sold in accordance with these conditions;

“Purchaser” means a person, firm or Company who purchase any Lot;

“Vendor” means a person, firm or Company who puts forward any Lot intended to be sold at the sale;

“Sale” means a sale of the Lots by auction from time to time organized by the auctioneers;

“Saleground” means the venue at which the sale takes place;

“Hammer Price” means the price at which a Lot is knocked down by the Auctioneer to the Purchaser; and

“Reserve Price” means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.

(ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

(i) All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions.

(ii) These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneers who will announce any departures at the start of the sale.

(iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Purchaser is acting wholly or mainly within the Purchaser’s trade, business, craft or profession. The Purchaser should immediately notify the Auctioneers if this is not correct.

3 HEALTH AND SAFETY

(i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.

(ii) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment;

(iii) Caution should be exercised at all times and children must be fully supervised at all times.

(iv) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneers in charge.

(v) Any accidents or incidents that occur on the Saleground must be immediately reported to Brown & Co and details recorded in the accident book.

(vi) No powered machinery or equipment should be started without the prior approval of the Auctioneers.

(vii) No vehicles are permitted on the Saleground during the sale.

(viii) Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit.

(ix) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

4 AUCTIONEERS STATUS

(i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.

(ii) The parties to the contract of sale are the Vendor and the Purchaser. The Auctioneers are not responsible for any default by Vendor or Purchaser.

(iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

5 LIMITATION OF LIABILITY

(i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for:

(a) any breach of these Conditions however arising;

(b) any use made or resale of the Lots by the Purchaser; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.

(ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for:

(a) death or personal injury resulting from negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be excluded or limited by applicable law.

(iii) Without prejudice to clause 5(ii), the Auctioneer shall not under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or

Conditions of Sale for Machinery Auction

otherwise, for any:

- (a) loss of profit;
 - (b) loss of goodwill;
 - (c) loss of business;
 - (d) loss of business opportunity;
 - (e) loss of anticipated saving; or
 - (f) special, indirect or consequential damage,
- suffered by any other party that arises under or in connection with these Conditions.

(iv) Without prejudice to clause 5(ii) or clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.

(v) The Purchaser acknowledges that the Vendor has given the Purchaser a reasonable opportunity to inspect the Lots, and the Purchaser has satisfied itself as to the quality and condition of the Lots.

6 WARRANTY DECISIONS

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties save as provided for in Clause 17(iv).

7 RESERVATIONS

- (i) The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.
- (ii) The Auctioneers have absolute discretion without giving any reason to refuse any bid, to divide any Lot, to combine any two or more Lots, to withdraw any Lot from the auction and in case of dispute put up any Lot for auction again.

8 CATALOGUES AND ADVERTISEMENTS

The Auctioneers cannot guarantee that any Lot described in any Catalogue or advertisement will arrive for sale, nor that any description therein contained can be relied upon as accurate. Any illustrations in Catalogues are for general identification only.

9 RESERVE PRICE AND BIDDING

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.
- (ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.
- (iii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers. No person may advance a bid less than a sum to be named from time to time by the Auctioneer.
- (iv) All Lots must be inspected by the Purchaser. Except as set out in these Conditions the bids are on the understanding that the Lot has been inspected and is purchased with all faults and imperfections.
- (v) The Auctioneers may accept written or verbal instructions to bid on behalf of prospective Purchasers but any instructions accepted shall be at the risk of the prospective Purchasers, who will be deemed to have viewed the Lot(s), and the Auctioneers accept no responsibility in connection with the commissioning of their Staff to bid for any Lots or for failure of telecommunications relating to bids made.
- (vi) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.
- (x) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any lot. The Vendor may bid for any Lot either personally or through the Auctioneers or through any other person as many times as the Vendor thinks fit and may withdraw any Lot at any time before the sale of such Lot.

10 PAYMENT

- (i) All Purchasers must declare their names and addresses, (and produce proof of identity) and if required, to pay to the Auctioneers the amount of the purchase money and if appropriate VAT and any Buyer's Premium charged in cash immediately on the fall of the hammer. In default of which the Lot or Lots shall be offered again and re-sold at the Auctioneer's discretion.
- (ii) Lots must be paid for on the day of Sale, but the Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.

11 RESPONSIBILITY FOR LOTS

After the fall of the hammer such risk and duty shall devolve upon the Purchaser.

12 RESERVATION OF TITLE

- (i) If not paid for on demand, the Lot shall be returned to the Saleground for resale.
- (ii) Title to Lots shall not pass to the Purchaser until payment in full is received (in cash or cleared funds) for the Lots, in which case title to these Lots shall pass at the time of payment of all such sums.
- (iii) Until title to Lots has passed to the Purchaser, the Purchaser shall:
 - (a) store those Lots separately from all other goods held by the Purchaser so that they remain readily identifiable as the Vendor's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to those Lots; and
 - (c) maintain those Lots in a good and marketable condition and keep them insured on the Vendor's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Vendor.

Conditions of Sale for Machinery Auction

(iv) Subject to clause 12(v), the Purchaser may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Purchaser resells the Lots before that time it does so as principal and not as agent).

(v) If before title to Lots passes to the Purchaser, the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts, or is deemed by the Auctioneers to be unable to pay its debts, then, without limiting any other right or remedy the Vendor may have:

(a) the Purchaser's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and
(b) the Vendor may at any time require the Purchaser to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.

(vi) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as agent of the Vendor).

(vii) In the event of breach of clause 10 or clause 12, the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

13 BUYER'S PREMIUM

There will be no Buyers Premium

14 VALUE ADDED TAX ON PURCHASE PRICE

VAT at the standard applicable rate will be added to the sale price of all lots unless they are exempt.

15 WARRANTY AND INSPECTION OF GOODS

(i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

(ii) If any Lots are described at the same time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to 15(v) to clause 15(vii) inclusive set out below.

(iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of sale" or "as new" or any other similar description will be deemed to have been sold with a warranty that such Lot is in "working order".

(iv) All electrical items require a current Electrician's Safety Certificate and any item delivered without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers and Vendor shall have no responsibility for the safe use of the item.

(v) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.

(vi) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.

(vii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as Agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1)

(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

16 COMPLIANCE WITH ROAD TRAFFIC ACTS

The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or other authorization necessary before such vehicle or trailer can be used on the road.

17 ACCEPTANCE AND DEFECTIVE LOTS

(i) If the Purchaser fails to give notice of rejection in accordance with this clause, it shall be deemed to have accepted the Lots.

(ii) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of a Lot purchased shall:

(a) in the case of a defect that is apparent on normal visual inspection, no later than 12:00 noon on the third working day following the sale date; and

(b) in the case of a latent defect, give notice to the Auctioneers as soon as possible following the latent defect having become apparent.

(c) return the Lot to the Saleground (or other such location as notified to the Purchaser by the Auctioneers) with seven days of the Purchaser's notice; and

(d) within seven days of the Auctioneer's request, provide a competent engineer's report setting out full details of the

Conditions of Sale for Machinery Auction

alleged defect.

(iii) The Purchaser's rights under clause 18 shall not apply if:

- (a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
 - (b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade practice regarding the same;
 - (c) the Purchaser alters or repairs those Lots;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (e) the Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

18 RESALE DUE TO FAILURE OF COMPLIANCE

- (i) On failure of compliance with the conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.
- (ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.
- (iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.
- (iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale price than achieved during the first sale.

19 AUCTIONEERS' RIGHT TO ANNUL SALES

- (i) In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.
- (ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially the Auctioneers' staff, will not be tolerated.

20 REMOVAL OF LOTS FROM SALEGROUND

- (i) All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers' offices. All Lots must be checked out by a representative of the Auctioneers.
- (ii) All Lots purchased must be cleared from the Saleground within seven days of the date of the Sale in which they were purchased.
- (iii) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Saleground for longer than the times specified in clause 20(ii) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Saleground.

21 THIRD PARTY RIGHTS

A person who is not a party to a contractual relationship under these Conditions, shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22 ENTIRE AGREEMENT

You acknowledge that you have not relied on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions.

23 SEVERANCE

- (i) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.
- (ii) If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24 APPLICABLE LAW

These Conditions shall be governed and constructed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law.

BROWN & CO

MACHINERY AUCTIONS

Brown&Co have an excellent reputation for providing professional and successful machinery auction service throughout England. We arrange and organise both on site and national online auctions and both dispersal and collective auctions, meaning we have a service to suit all clients, whether disposing of one item or a full collection. Our auctions are well attended and run smoothly due to our enthusiasm and dedication which ensures a successful outcome for both sellers and buyers.

We conduct sales on behalf of private individuals and businesses as well as Insolvency Practitioners, Local Authorities and Statutory Bodies and for various reasons ranging from retirement to restructuring and we are able to tailor our service to suit their needs. Our auctions are promoted widely to our extensive database of contacts and we market the sale thoroughly including social media and website.

Our experience and knowledge ensures sale proceeds are maximised and the whole auction is conducted in an efficient way. Please feel free to contact us with any queries; whatever your location.

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